IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

In re:	)	
	)	**NO. 09-3-02955-9 SEA**
JILL IRINA BORODIN,	)	
Petitioner,	)	**FINDINGS AND ORDER ON CONTEMPT REVIEW HEARING /**
	)	
and	)	
	)	**Order Enforcing Parenting Plan and Garnishment**
ADAM REED GROSSMAN,	)	
	)	
Respondent	)	***Clerk's Action Required***
.	)	

I. JUDGMENT SUMMARY

A.	Judgment Creditor:	JILL I. BORODIN
B.	Judgment Debtor:	ADAM R. GROSSMAN
C.	Principal Judgment Amount:	
E.	Attorney's Fees:	$13,371
F.	Costs:	$317.41
G.	Other Recovery Amount: (sanctions)	
I.	Attorney's fees, costs and other recovery amounts Shall bear interest at 12% per annum.	
J.	Attorney for Judgment Creditor:	Karma L. Zaike
K.	Attorney for Judgment Debtor:	G. Geoffrey Gibbs

II. BASIS FOR FINDINGS

1.1 These findings are based on a hearing held on September 7th, 2011.

1.2 The following people attended: Ms. Borodin, Mr. Grossman, Ms. Zaike, Mr. Gibbs, Ms. Emily Jarvis, and Mr. Mark Adams.

III. FINDINGS OF FACT

Upon the basis of the court record, the court FINDS:

2.1 Child Support Arrears. On February 9, Mr. Grossman was held in contempt for intentional failure to pay child support timely. A review hearing was scheduled for May 23.

2.2 At the May 23 review hearing, the court ordered Petitioner to obtain a Debt Calculation from the Division of Child Support. On 6/2/2011, DCS provided a Debt Calculation which reflected that Mr. Grossman's "running balance" of child support arrears was $7,649.61.

2.3 Additionally, Mr. Grossman provided a Case Payment History from DCS for the May 23 hearing. Said Case Payment History documents that Mr. Grossman has continually paid his child support late, even after he was held in contempt on February 9.

2.4 The condition for the Father to purge contempt was that he bring himself "current in his child support obligations as required in the Order of Child Support [by February 23, 2011]...and remaining current in the future."

2.5 The Case Payment History and Debt Calculation from DCS dated 6/2/2011 show that although Mr. Grossman made a lump sum payment on February 18, he failed to pay child support in a timely manner for March, April, May and June of 2011. Therefore, the Father has not met the purge conditions for contempt. Additionally, as of June 2, 2011, there remains support owing of $7,649.61.

2.6 On February 9, 2011, Mr. Grossman was held in contempt of court for failure to pay child support.

2.7 In the eight months following the contempt finding, Mr. Grossman has paid child support late six times.

2.8 Failure to enroll in domestic violence perpetrator's treatment. At a February 9 hearing, the Court accepted the Father's testimony that he had made efforts to enroll in domestic violence treatment with Dr. Roland Maiuro as an affirmative defense to contempt. Dr. Maiuro was not accepting clients. Commissioner Jeske then directed Mr. Grossman to enroll in one of the two other treatment programs set forth in Judge Spearman's parenting plan order. Mr. Grossman has presented a letter from one of the treatment providers, Doug Bartholomew that states simply, "Due to the nature of our last telephone call I don't believe it would be possible for us to work together productively and I am requesting that you go elsewhere for you [sic] treatment". No further explanation was provided. The third court ordered option was Wellspring Family Services. Based upon Wellsprings' policy which is purportedly derived from WAC 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, Wellspring declined to take Mr. Grossman on as a client because he was actively engaged in court action disputing or appealing the DV finding and was not in compliance with court orders. As a result, Mr. Grossman has not enrolled in any of the three DV treatment programs ordered by Judge Spearman.

2.9 Mr. Grossman did enroll in a program that was not approved or ordered by Judge Spearman that being the Options program in Lynnwood, WA.

2.10 Mr. Adams testified that Mr. Grossman will not be admitted to the Wellspring program absent compliance with court orders. As set forth below, Mr. Grossman has intentionally and willfully refused to comply with the court's orders.

2.11 Strauss Lane. The Decree of Dissolution required that the Respondent pay and remain current on the mortgages for the Strauss Lane home. On February 9, 2011, the court ordered the Father to make a "good faith effort" to move toward refinancing the Strauss Lane Property. A review hearing was ordered at which the Father was required to "demonstrate all efforts he has made to comply with the refinance requirement including producing documentary proof he has sought to refinance..." In eight months, Mr. Grossman has failed to provide any documentary proof or testimony that he has made efforts to comply with this provision.

2.12 Mr. Grossman filed a motion in bankruptcy court in the spring of 2011 requesting that his bankruptcy be converted to a Chapter 13 proceeding. In support of his motion, Mr. Grossman testified as follows:

- "...through my management and my recently acquired employment...from which I earn a gross monthly salary of $7,000...[1]

- "Luckily, my income is such that I can afford to pay my unsecured creditors a 100% dividend."[2]

2.13 Based on Mr. Grossman's testimony in bankruptcy court, he has substantial ability to maintain the Strauss Lane mortgage. He has provided no testimony as to why he has failed to maintain this debt.

2.14 868 Montcrest. This property was unequivocally awarded to the Petitioner/Wife in the 12/14/2010 decree of dissolution. The title was held by 868 Montcrest Family Trust. Respondent/Grossman's assertion that he was awarded this property as part of Terrington Davies or Ptarmigan Fund is without merit.

2.15 Subsequent to the Decree, Mr. Grossman teamed up with Irene Miller and Keywest Financial. Mr. Grossman transferred assets to Keywest without receiving consideration and without paying off any debts associated with property transferred to Keywest. According to the bankruptcy trustee, this transfer was a violation of bankruptcy law.

2.16 Because 868 Montcrest held title in the 868 Montcrest Family Trust, Irene Miller and Keywest Financial could not have known about this property except from information held exclusively from Mr. Grossman.

2.17 Documents show that although Irene Miller signed transfer documents as managing partner of Terrington Davies, Mr. Grossman continued to manage all financial accounts in the name of Terrington Davies through Charles Schwab. Mr. Grossman transferred approximately $160,000 from Schwab to Ptarmigan on January 18, 2011. Mr. Grossman has never provided any tracing of funds received from the sale of 868 Montcrest. Public records, including the Deed of Trust show that the property realized at least $215,000.

2.18 Mr. Grossman's post-decree transfer of the Montcrest property has rendered him permanently incapable of complying with Judge Spearman's order that the Moncrest property be transferred to Ms. Borodin. Accordingly, Mr. Grossman's own willful act has made him perpetually ineligible to enter the Wellsprings program. Therefore, even though temporary disqualification based upon Mr. Grossman's exercise of his right to appeal might be a dubious legal basis for finding him in contempt for failure to enroll, Mr. Grossman's willful engagement in conduct that effectively precludes him from ever entering the ordered treatment program is sufficient for a finding of contempt.

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[1] Declaration of Adam Grossman, dated 5/18/2011, US Bankruptcy Court Cause No. 10-19817.

[2] *Id.* at page 5, lines 12-13.

2.19 Furthermore, it is clear from the record presented that Mr. Grossman has repeatedly engaged in activities designed to obfuscate the character of the property before the court and complicate the ultimate distribution of assets. It is notable that even Mr. Grossman's own attorney could not state who held title to the Montcrest property. Mr. Grossman should be held accountable for the costs of his gamesmanship and, therefore, Ms. Borodin is awarded attorney fees in the amount of $13,371 and costs of $317.41.

2.20

IV. ORDER

THIS MATTER having come on before the undersigned Judge of the above captioned Court on the Petitioner/Mother's motion for contempt and the Court having read and heard the Respondent's response and the Court having had the opportunity to review the files and records of the case, and considering itself advised in the premises, NOW, THEREFORE, IT IS HEREBY

ORDERED, ADJUDGED AND DECREED that Mr. Grossman did not purge contempt. Mr. Grossman continues to have a substantial unpaid judgment for past due child support. He has failed to bring himself into compliance with his support obligations as required; AND IT IS FURTHER

ORDERED, ADJUDGED AND DECREED that the Father has failed to enroll in domestic violence perpetrator's treatment with one of the three ordered treatment providers. The Court finds that Mr. Grossman intentionally sold the 868 Montcrest property which was awarded to the Wife in the Decree. Mr. Grossman has stated in several post-decree declarations that he was awarded 868 Montcrest which is contrary to the clear language in the Decree. Mr. Grossman intentionally and willfully violated the order by facilitating in and participating in the sale of Montcrest. The sale of the Montcrest property has rendered Mr. Grossman permanently unable to satisfy the terms of Judge Spearman's order and, therefore, perpetually barred from enrolling in the Wellsprings treatment program.

Mr. Grossman received multiple warnings that if he failed to bring himself into compliance with the court's orders, he would be subject to incarceration as a coercive measure to force compliance.

Therefore, in light of the fact that the Montcrest property has been sold and is no longer available for transfer to Ms. Borodin as ordered by Judge Spearman, Mr. Grossman must:

1. Transfer all proceeds from the sale of the Montcrest property ($215,000) to Ms. Borodin by September 15th, 2011 in lieu of transfer of the property itself;
2. Bring the current mortgage on the Strauss Lane property current by October 8, 2011; and
3. Be current in his child support obligation by October 15th, 2011.

Failure to comply with any of these requirements in full on the time table set forth above will result in incarceration.

A review hearing is set on October 20th, 2011 at 8:30am in W-813 for Mr. Grossman to provide proof of compliance. Failure to provide the requisite proof will result in incarceration. Upon proof of full compliance, the Court will determine how to best address the issue of domestic violence treatment.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petitioner/Mother is awarded attorney's fees of $13,371, costs of $317.41 and sanctions of $500 for the Father's bad faith and ongoing intransigence;

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the motion to order Mr. Grossman to sign the travel authorization form was rendered moot by virtue of the fact that Mr. Grossman voluntarily signed the document in open court.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Ms. Borodin's motion for garnishment of funds in Mr. Gibbs IOLTA trust account is denied without prejudice in light of the other significant relief granted herein.

Dated: Sept. 7, 2011

Jeffrey M. Ramsdell
JUDGE JEFFREY M. RAMSDELL